

**Remarks**

Claims 1-18 are pending.

Claim 8 has been amended. See, for example, original Claims 6 and 8.

Claim 18 has been added. Claim 18 depends from Claim 1 and recites completing and storing the electronic rental agreement based upon the accepted rental proposal without completing a handwritten rental agreement. See, for example, page 32, lines 3-10 of the specification.

**Rejections under 35 USC § 112, ¶2**

The Examiner rejects Claim 8 as being indefinite. The Examiner states that it is not clear to the Examiner what information is provisionally entered from the history file which was not extracted from and entered in Claim 6.

Claim 8 as now presented depends from Claim 1. Claim 8 recites maintaining a history of rental information for prior rentals by a user; entering information from an identification of a user; and provisionally entering at least some of the rental-related information from the history based upon the information from an identification of a user without employing a master rental agreement. It is submitted that Claim 8 as now presented is definite and passes muster under Section 112, second paragraph.

**Rejections under 35 USC § 103(a)**

The Examiner rejects Claims 1-5, 10-12 and 14-16 as being unpatentable over “Hertz Corporation” (Hertz) in view of Avis Rent A Car System, Inc. (Avis).

Hertz includes a total of 69 pages. Applicants traverse the citation of all of those pages by the Examiner, since it appears that the Examiner has improperly included Internet information dating from after Applicants’ filing date.

An electronic publication, including an on-line database or Internet publication, is considered to be a “printed publication” within the meaning of 35 U.S.C. §§ 102(a) and (b) provided the publication was accessible to persons concerned with the art to which the document relates.

*See In re Wyer*, 655 F.2d 221, 227, 210 USPQ 790, 795 (CCPA 1981).

However, the evidence of record does not show that certain portions of Hertz were publicly available and accessible as of the filing date of the present Application, namely, October 27, 2000.

### Date of Availability

Prior art disclosures on the Internet or on an on-line database are considered to be publicly available *as of the date the item was publicly posted*. If the publication does not include a publication date (or retrieval date), it *cannot be relied upon as prior art* under 35 U.S.C. 102(a) or (b) .... Examiners may ask the Scientific and Technical Information Center to find the earliest date of publication. See MPEP § 901.06(a), paragraph IV. G.

See MPEP 2128 (*emphasis added*).

Applicants traverse the incorporation of portions of Hertz, which clearly do not contain a date of public posting prior to Applicants' filing date. Those portions of Hertz include pages 37-52 and 54-61, which show a date of 2002, which date is clearly after Applicants' filing date. Applicants also traverse any inference that the Examiner might make that the present state of the Internet reflects the state of the Internet prior to October 27, 2000. Hence, it is requested that the Examiner include only pages 1-36, 53 and 62-69 of Hertz (hereinafter, Hertz-II) in a new form PTO-892, in order that the record shows that the Examiner has cited, made of record and considered that particular reference.

In view of the above, and in the interest of the completeness of the record, Applicants respond to the present rejection in terms of only Hertz-II (*i.e.*, pages 1-36, 53 and 62-69 of Hertz), which pages contain a date prior to Applicants' filing date.

Hertz-II discloses that one can check the latest Hertz rates and instantly make, modify, or cancel reservations on-line. A credit card number is required to secure all reservations. If you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including the credit card number) contained in your rental profile. Hertz-II (pages 62-69) also discloses an interactive reservation process in which a user submits rental criteria, Hertz provides a best rate that is currently available, and if the user wishes to confirm the reservation, scrolls and clicks on a "Reserve" button (pages 67 and 68).

Avis discloses making a car rental reservation on the Internet and receiving a Reservation Number (page 10). Avis also discloses canceling a car rental reservation on the Internet and receiving a Cancel Confirmation (pages 12 and 13).

Claim 1 recites, *inter alia*, a method for completing and storing an electronic rental agreement comprising: entering reservation-related information and rental-related information for an item or service, the entering step entering: (a) the rental-related information without employing a master rental agreement, or (b) at least some of the rental-

related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the rental-related information; electronically accepting the rental proposal; and storing the electronic rental agreement based upon the accepted rental proposal.

The Examiner admits that Hertz-II does not disclose storing an electronic rental agreement based upon an accepted rental proposal.

In the last paragraph on page 4 of the Office Action, the Examiner states: (1) Hertz-II (pages 17 and 32) discloses that customers can modify or cancel reservations; (2) Hertz-II (page 32) requires a customer name and confirmation number to retrieve reservation information; (3) the Examiner takes Official Notice that Hertz-II stores reservation information to retrieve at a later time to allow the customer to make modifications or cancel the reservation; and (4) the Examiner states that Avis (page 13) discloses storing rental information and retrieving rental information based upon a reservation number. Here, the Examiner concludes that it is obvious to store information for retrieval at a later time to reduce reservation personnel cost by automating the reservation cancellation and modification process. However, in all of that analysis, the Examiner does not deal with the refined recital in Claim 1 of *storing an electronic rental agreement* based upon an accepted rental proposal.

Hertz-II does not teach or suggest permitting a user to complete and store an *electronic rental agreement* for a vehicle *without employing* a master rental agreement. The Examiner merely points out that Hertz-II (pages 62-66) can enter reservation-related information and rental-related information without employing a master rental agreement. There is no teaching or suggestion in the references of completing and *storing an electronic rental agreement* for a vehicle without employing a master rental agreement. Avis adds nothing to Hertz-II in this regard.

Hertz-II also does not teach or suggest entering some rental-related information from a master rental agreement and *allowing modification of information* from such master rental agreement *without modifying* such *master rental agreement*. Here, the Examiner points to Hertz-II (page 17), which states that if you are a Hertz #1 Club member, “you can use some or all of the information (including credit card number) contained in your rental profile.” It is submitted that this does not teach or suggest the refined recital of Claim

1. Regardless of the Examiner's position, the references do not teach or suggest the recited entering step in combination with *storing* an *electronic rental agreement* based upon an accepted rental proposal. Avis adds nothing to Hertz-II in this regard.

Hertz-II further does not teach or suggest creating and displaying a rental proposal based upon reservation and rental-related information; *electronically accepting* such rental proposal; and *storing* an *electronic rental agreement based upon an accepted rental proposal*. See, for example, Hertz-II (page 67), which states that “[a]pproximate rental charges are based on available information at time of reservation. Additional fees or surcharges may be applied at time of rental.” Clearly, Hertz-II teaches away from any *electronic rental agreement* based upon an accepted rental proposal because the price in Hertz-II is not yet determined. Hence, there can be no agreement (*i.e.*, contract) in Hertz-II. Avis adds nothing to Hertz-II in this regard. For example, Avis (page 10) clearly states that the rate is an “Approximate Total”. Also, Avis (page 6) clearly states that “Optional Coverages” can only be purchased at the rental counter at the time of rental. Therefore, there can be no agreement (*i.e.*, contract) in Avis. At best, Hertz-II and Avis teach or suggest an electronic reservation, which subsequently requires a printed and hand-signed physical rental agreement at the time of rental. As set forth in the present specification at page 3, lines 10-13, in such circumstances, the user, such as a business traveler or a person on vacation, must complete a handwritten rental agreement at a rental counter, thereby wasting business or vacation time at the counter. Therefore, the references do not teach or suggest creating and displaying a rental proposal based upon reservation and rental-related information; *electronically accepting* such rental proposal; and *storing* an *electronic rental agreement based upon an accepted rental proposal*.

Accordingly, for the above reasons, it is submitted that Claim 1 patentably distinguishes over the references.

Claims 2-5, 10-12 and 14-16 depend directly or indirectly from Claim 1 and patentably distinguish over the references for the same reasons.

Claim 2 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 3 is not separately asserted to be patentable except in combination with Claims 1 and 2 from which it depends.

Furthermore, Claim 4 recites entering at least some of the rental-related information from a master rental agreement; and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the

master rental agreement. Hertz-II, which discloses that club members can use some or all of the information (including the credit card number) contained in a rental profile, does not teach or suggest the refined recital of entering at least some of rental-related information from a master rental agreement, and allowing modification of such information from such master rental agreement for rental of an item or service *without modifying a master rental agreement*. Avis adds nothing to Hertz-II in this regard. Hence, it is submitted that Claim 4 further patentably distinguishes over the reference.

Claim 5 is not separately asserted to be patentable except in combination with Claims 1 and 4 from which it depends.

Claim 10 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 11 is not separately asserted to be patentable except in combination with Claims 1 and 10 from which it depends.

Furthermore, Claim 12, which depends from Claim 11, recites *storing a flag along with* the unique transaction in the database system to indicate that the accepted rental proposal is electronically signed. Here, on page 6, paragraph 3 of the present Office Action, the Examiner points to the "Reserve" button of Hertz-II (page 68). From the previous paragraph, it appears that the Examiner is of the view that the "Hertz Conformation Number" (Hertz-II (page 22)) suggests a unique transaction in a database. However, the Examiner identifies no structure in Hertz-II regarding any flag that is stored along with any unique transaction. Hertz-II, which discloses (page 34) that LDW (Loss Damage Waiver), if included in the quoted rate, is included in a "Mandatory Items" or an "Inclusive Items" section, and, if not included, is listed within an "Optional Items" section, does not teach or suggest the refined recital of storing a flag along with a unique transaction in a database system to indicate that an accepted rental proposal is *electronically signed*. Avis adds nothing to Hertz-II in this regard.

As set forth in the present specification, at page 30, lines 12-20, the exemplary flags 656,658,660 are stored for future reference in order to confirm what rental options the customer has accepted and/or declined. The exemplary flag 654 is further stored for future reference in order to confirm that the user has electronically accepted (and "signed") the electronic "document" in order to confirm acceptance of the rental terms and conditions, in case that information is needed at a future date (e.g., the customer was involved in a traffic accident with the selected rental vehicle and it, therefore, is necessary to determine whether

or not the customer is eligible for one or both of the exemplary CDW and EP insurance coverages).

Hence, for the above reasons, it is submitted that Claim 12 further patentably distinguishes over the reference.

Claim 14 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 15 is not separately asserted to be patentable except in combination with Claims 1 and 14 from which it depends.

Claim 16 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

The Examiner rejects Claims 6-9 as being unpatentable over Hertz in view of Avis and further in view of U.S. Patent No. 5,389,773 (Coutts et al.).

As was discussed above, in the interest of the completeness of the record, Applicants respond to the present rejection in terms of Hertz-II, Avis and Coutts et al..

Coutts et al. discloses a self-service system, such as an automated teller machine (ATM) system, using predictive technology. When a user begins a transaction by inserting an identification card into a card reader of an ATM, the predictive technology predicts which service or services provided by the system the user is likely to request. This prediction is based upon a stored record in the system, representing previous transactions by that user. The prediction is made in advance of completion of an authorization process for the transaction, to increase the speed of operation of the ATM in carrying out the transaction.

Coutts et al., which discloses an automated teller machine system, has nothing to do with any electronic rental agreement, reservation-related information or rental-related information, and adds nothing to Hertz-II and Avis to render Claim 1 unpatentable.

Claims 6-9 depend directly or indirectly from Claim 1 and patentably distinguish over Hertz-II, Avis and Coutts et al. for the same reasons.

Furthermore, Claim 6 recites maintaining a history of rental information for prior rentals by a user, entering information from an identification of a user, and entering at least some of the rental-related information from the history based upon the information from an identification of a user without employing a master rental agreement. Coutts et al., which has nothing to do with any rental agreement or any rental-related information, does not teach or suggest maintaining a history of *rental* information for prior *rentals* by a user, entering information from an identification of a user, and entering at least some of *rental*-related information from such history based upon such information from an identification of a user

without employing a *master rental agreement*. Therefore, it is submitted that Claim 6 further patentably distinguishes over the references.

Claim 7 is not separately asserted to be patentable except in combination with Claims 1 and 6 from which it depends.

Claim 8 is similar in scope to Claim 6, and recites *provisionally* entering at least some of the recited rental-related information from the history. Since the references neither teach or suggest the refined recital of Claims 1 and 6, they clearly neither teach or suggest this additional recital, which further patentably distinguishes over the references.

Furthermore, Claim 9 recites modifying at least some of the provisionally entered at least some of the rental-related information from the history. Since the references neither teach or suggest the refined recital of Claims 1, 6 and 8, they clearly neither teach or suggest this additional recital, which further patentably distinguishes over the references.

The Examiner rejects Claims 13 and 17 as being unpatentable over Hertz in view of Avis and further in view of an article (Reference U of form PTO-892) (kioskcom.com).

As was discussed above, in the interest of the completeness of the record, Applicants respond to the present rejection in terms of Hertz-II, Avis and kioskcom.com.

The reference kioskcom.com discloses that a "DOLLAR® TRAVEL CENTER" is an interactive kiosk providing helpful travel information for its customers at various airports. The kiosks are conveniently located at the DOLLAR pickup and return areas at each airport. By touch, customers can make air, hotel and DOLLAR car rental reservations; obtain U.S. weather forecasts, driving directions and event information; access personal Web-based e-mail accounts, as well as receive free Internet access and view the top headline news of the day, all at the interactive kiosk.

This reference kioskcom.com, which discloses airport kiosks to make air, hotel and car rental reservations, adds nothing to Hertz-II and Avis to render Claims 1 and/or 12 unpatentable.

Claims 13 and 17 depend directly or indirectly from Claim 1 and patentably distinguish over Hertz-II, Avis and kioskcom.com for the same reasons.

Claim 13 depends directly from Claim 12 and indirectly from Claims 1, 10 and 11, includes all of the limitations of those claims, and provides employing the recited stored flag to enable allocation of an item or service at a kiosk. That stored flag indicates that the recited accepted rental proposal is *electronically signed*. The reference kioskcom.com, which discloses airport kiosks to make air, hotel and car rental reservations, does not teach or

suggest employing any stored flag, which indicates that an accepted rental proposal was electronically signed, to enable allocation of an item or service at a kiosk. Accordingly, it is submitted that Claim 13 further patentably distinguishes over the references.

Claim 17 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Newly added Claim 18 depends from Claim 1 and patentably distinguishes over the references for the same reasons. Furthermore, Claim 18 recites completing and storing the electronic rental agreement based upon the accepted rental proposal without completing a handwritten rental agreement. Since the references neither teach nor suggest the refined recital of Claim 1, they clear neither teach nor suggest this additional recital which further distinguishes over the references.

#### **Summary and Conclusion**

The prior art made of record and not relied upon but considered pertinent to Applicants' disclosure has been reviewed. In summary, it is submitted that the claims are allowable over the references of record.

Reconsideration and early allowance are respectfully requested.

Respectfully submitted,



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